

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
ARNOLD & PORTER	Government of the Republic of Panama

Check Appropriate Boxes:

- ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

- Describe fully the nature and method of performance of the above indicated agreement or understanding.

As set forth in the attached correspondence, the Registrant will render advice on U.S. laws, regulations and policies that may affect or relate to the activities of the foreign principal. As set forth in the attached correspondence, the fee for such representation is to be determined periodically based on usual hourly charges and other criteria for legal fees, plus out-of-pocket expenses. The duration of the agreement is indefinite.

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CRIMINAL DIVISION  
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INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT


5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant will render legal advice to the foreign principal with respect to U.S. laws, regulations and policies that may affect or relate to the activities of the foreign principal and will engage in other activities as required in legal representation of the principal.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant may engage in political activities on behalf of the foreign principal. The Registrant's activities may on occasion include communications on behalf of the foreign principal with Executive Branch officials, officials of government agencies, and with members of the U.S. Senate and House of Representatives and their staffs relating to actions of the Executive Branch and government agencies that may affect or relate to the foreign principal.

Date of Exhibit B	Name and Title	Signature
March 14, 1988	Patrick FJ Macrory, Partner	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# ARNOLD & PORTER

1200 NEW HAMPSHIRE AVENUE, N. W.  
WASHINGTON, D. C. 20036

(202) 872-6700

CABLE: "ARPOPO"

TELECOPIER: (202) 872-6720

TELEX: 89-2733

1700 LINCOLN STREET  
DENVER, COLORADO 80203  
(303) 863-1000

WILLIAM D. ROGERS  
DIRECT LINE: (202) 872-6915

900 THIRD AVENUE  
NEW YORK, NEW YORK 10022  
(212) 593-2772

March 3, 1988

His Excellency Juan B. Sosa  
Ambassador of the Republic of Panama  
to the United States of America  
Embassy of the Republic of Panama  
2862 McGill Terrace, N.W.  
Washington, D.C. 20008

Dear Ambassador Sosa:

This will confirm the basis upon which the Republic of Panama has retained our firm.

It has been agreed that Arnold & Porter will represent the Republic of Panama in connection with legal matters in the United States of America.

It has been agreed that, with respect to these matters, the Republic of Panama will pay Arnold & Porter an initial retainer of \$10,000, and our statement in this amount is being sent to you. In addition, it has been agreed that the Republic of Panama will pay Arnold & Porter a fee against which the retainer will be charged for Arnold & Porter's services with respect to these matters. This fee will be in accordance with the usual and customary hourly time charges we make for matters of this nature and will be based upon the amount of time and effort actually spent on your behalf. Statements for our services will be sent to you on a monthly basis.

It is also understood that, in addition to the amounts to be paid us for our services, the Republic of Panama will reimburse Arnold & Porter for out-of-pocket expenses incurred on behalf of the Republic of Panama including such items as travel expenditures and living expense when out of town, taxi fares, long-distance

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His Excellency Juan B. Sosa  
March 3, 1988  
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tolls, printing, xerox and other reproduction costs and charges, and the like. Statements for these disbursements will be sent to you on a monthly basis.

Sincerely yours,

ARNOLD & PORTER

By Wm D. Rogers  
William D. Rogers

AGREED:

Juan B. Sosa  
His Excellency Juan B. Sosa